



# City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

May 11, 2018

Alfa Laval Inc.  
March Arquit  
Business Development Manger  
10470 Deer Trail Drive  
Houston, TX 77038  
[Marc.arquit@alfalaval.com](mailto:Marc.arquit@alfalaval.com)

Dear Mr. Arquit:

The City of Austin approved the execution of a contract with your company for Klampress Gravity Repair Parts.

Responsible Department:	Austin Water
Department Contact Person:	Lupe Cruz
Department Contact Email Address:	<a href="mailto:Lupe.cruz@austintexas.gov">Lupe.cruz@austintexas.gov</a>
Department Contact Telephone:	512-972-0347
Project Name:	Klampress Gravity Repair Parts
Contractor Name:	Alfa Laval Inc.
Contract Number:	MA 2200 GA180000052
Contract Period:	5/11/2018 – 5/10/2022
Dollar Amount	\$150,000
Requisition Number:	RQM 17121900156

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Georgia Billela  
Procurement Specialist III  
City of Austin  
Purchasing Office

cc: Lupe Cruz  
Andy Ramirez  
Natalie Leone

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
ALFA LAVAL INC. ("Contractor")  
for  
KLAMPRESS GRAVITY REPAIR PARTS  
MA 2200 GA18000052**

The City accepts the Contractor's Offer (as referenced in Section 1.1.4 below) for the above requirement and enters into the following Contract.

This Contract is between Alfa Laval Inc. having offices at Houston, TX and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

**1.1 This Contract is composed of the following documents:**

1.1.1 This document

1.1.2 The City's Standard Purchase Terms & Conditions, (Section 0300) incorporated by reference with the same force and effect as if they were incorporated by full text (The full text version of this Section is available, on the Internet at the following online address:  
[https://assets.austintexas.gov/purchase/downloads/standard\\_purchase\\_terms\\_and\\_conditions.pdf](https://assets.austintexas.gov/purchase/downloads/standard_purchase_terms_and_conditions.pdf).)

1.1.3 Exhibit A, Supplemental Purchasing Provisions, (Section 0400)

1.1.4 Alfa Laval Inc. Offer, dated 5/8/2018

**1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:**

1.2.1 This document

1.2.2 The City's Standard Purchase Terms & Conditions, (Section 0300) as referenced in Section 1.1.2

1.2.3 Supplemental Purchasing Provisions, (Section 0400) as referenced in Section 1.1.3

1.2.4 Contractor's Offer as referenced in Section 1.1.4

**1.3 Compensation. The Contractor shall be paid a total amount not to exceed \$150,000 as indicated in the Offer. Payment shall be made, as indicated in the Standard Terms and Conditions, after acceptance of the services.**

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**ALFA LAVAL INC.**

*Marc Arquin*

Printed Name of Authorized Person

*[Signature]*

Signature

*Regional Manager*

Title:

*5/11/18*

Date:

**CITY OF AUSTIN**

Georgia Billela

Printed Name of Authorized Person

*[Signature]*

Signature

Procurement Specialist III

Title:

*5/11/18*

Date:

- Exhibit A Supplemental Purchasing Provisions, (Section 0400)
- Exhibit B Non-Discrimination and Non-Retaliation Certification (Section 0800)
- Exhibit C Non-Suspension or Debarment Certification (Section 0805)
- Exhibit D Alfa Laval Inc. Offer dated May 8, 2018

**EXHIBIT A  
CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **INSURANCE:** Insurance does not apply to this solicitation.
2. **TERM OF CONTRACT:**
  - A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of forty-eight (48) months.
  - B. Upon expiration of the initial term, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
  - C. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the published price lists.
3. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
4. **DELIVERY REQUIREMENTS:**

Location: <u>Austin Water-Hornsby Bend</u> <u>Attn: Natalie Leone</u> <u>2210 S. FM 973</u> <u>Austin, TX 78725</u>	Days: <u>Monday-Friday (8:00 AM-3:00PM)</u>
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  - A. Delivery is to be made within 30 to 60 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
  - B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
  - C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
  - D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
  - A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

**EXHIBIT A  
CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

Invoices shall be mailed or emailed to the below address:

	City of Austin
Department	Austin Water- Hornsby Bend
Attn:	Natalie Leone <a href="mailto:Natalie.leone@austintexas.gov">Natalie.leone@austintexas.gov</a>
Address	2210 FM 973
City, State Zip Code	Austin, TX 78725

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

**6. RESTOCKING FEES:**

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

**7. PUBLISHED PRICE LISTS:**

- A. Offerors may quote using published price lists in the following ways:
- i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
  - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least thirty (30) calendar days after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

**EXHIBIT A  
CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

**8. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the Austin Water Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Water building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Water building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

**9. INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

**10. CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Lupe Cruz

[Lupe.cruz@austintexas.gov](mailto:Lupe.cruz@austintexas.gov)

512-972-0347

**EXHIBIT B**  
**City of Austin, Texas**  
**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**  
**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment,

recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 11<sup>th</sup> day of May, 2018

CONTRACTOR  
Authorized  
Signature

Title

Alfa Legal Inc.  
[Signature]  
Regional Manager

**EXHIBIT C**  
**City of Austin, Texas**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: ALFA CAVAL FAX.

Signature of Officer or Authorized Representative:  Date: 5/11/18

Printed Name: Marc Arqui

Title: Regional Manager

May 08, 2018



**Lupe Cruz**  
 Contract Management Specialist III  
 Supply Chain Management Division  
 Austin Water | 625 East 10<sup>th</sup> Street | Suite 500 |  
 Austin, TX 78701  
 512.972.0347 (O)

Alfa Laval Inc.  
 10470 Deer Trail Drive  
 Houston, TX 77038  
 USA  
 Tel: +1 800-362-9041  
 Fax: +1 281-449-1324  
 www.alfalaval.us

Reference: Parts price list  
 Quote#050818MRA-REV1

Item	Item Description	Part Number	Unit of Measure	List Price	Net Price to City
1.1	SEAL,HORIZ.WASHBOX-SOLD BY FT.	AS00448	FT	\$4.46	\$3.40
1.2	WEAR PAD, STEERING PADDLE	AS08565	EA	\$154.97	\$121.79
1.3	VALVE, HYD TENSION CONTROL	AS012667	EA	\$2298.55	\$1806.40
1.4	VALVE, HYD STEERING	AS016408	EA	\$2044.37	\$1606.65
1.5	SAFETY SWITCH, TRIP CORD	AS016968	EA	\$1491.45	\$1172.12
1.6	MIXER KIT, 6" 316SS	AS019111	EA	\$6596.57	\$5148.18
1.7	CYL, HYD STAG, 4" x 4"	AS026520	EA	\$1853.66	\$1456.77
1.8	BLADE, SCRAPER, KP94/AB96 200	AS027772	EA	\$103.07	\$78.64
1.9	CHICANE ROD WLDMT KP94 2M CS-G	AS027794	EA	\$84.20	\$66.17
1.10	PUMP, HYD, 1200 RPM, 750 PSI	AS029866	EA	1624.17	\$1276.42
1.11	BELT, U KP94 890 200 8065 1DLL	AS030667	EA	\$2784.96	\$2124.99
1.12	BELT, L KP94 890 200 8065 1DLL	AS030668	EA	\$2801.36	\$2137.51
1.13	CYL, HYD TENS, 3-1/4" x 6"	AS031038	EA	\$2026.51	\$1592.62
1.13	CYL, HVD TENS, 3-1/4" x 7-1/2"	AS032265	EA	\$4313.47	\$3389.92
1.14	BELT, U, KP94HS 200, 8065 1DLL	AS032613	EA	\$3220.06	\$2456.98
1.15	BELT, L, KP94HS 200, 8065 1DLL	AS032614	EA	\$3240.92	\$2472.90
1.16	FILTER, HYD SPIN-ON, 10 MICRON	AS037939	EA	\$31.28	\$24.59
1.17	BELT, AB85 200, 8065, PIA	AS038917	EA	\$1865.58	\$1423.48
1.18	GRID SPAT BRACKET #1, AB CS-G	AS300232	EA	\$257.99	\$202.76
1.19	GRID SPAT BRACKET #2, AB CS-G	AS300233	EA	\$257.99	\$202.76
1.20	GRID MTG BRACKET #1, AB CS-G	AS300234	EA	\$257.99	\$202.76
1.21	GRID MTG BRACKET #2, AB CS-G	AS300235	EA	\$257.99	\$202.76

Item	Item Description	Part Number	Unit of Measure	List Price	Net Price to City
1.22	BLADE, SCRAPER, WDG, KP94 200	AS061028	EA	\$110.40	\$84.25
1.23	SEAL, FOCHT, AB 200, NEOPRENE	AS300147	EA	\$56.62	\$43.20
1.24	BELT INST TOOL, 2.2M L-SEAM	AS0310248	EA	\$483.72	\$372.45
1.25	PRESSURE SW, 150psi DECREASING	AS029872	EA	\$226.49	\$178.93
1.26	FEEDTANK COVER PLATE, AQUABELT	AS019550	EA	\$725.41	\$558.56
1.27	SPRING, STAG VALVE	AS017038	EA	\$25.34	\$20.00
1.28	TUBING 1/4"x.035 WALL U/M INCH	AS012774	INCH	\$0.36	\$0.28
1.29	UNION,FLARE 1/4 TUBE x1/4"MALE	AS012890	EA	\$30.98	\$24.47
1.30	BRACKET,TRIP CORD SWITCH MOUNT	AS016389	EA	\$118.62	\$93.70
1.31	CHICANE BLADE, 6.5" LONG	AS006396	EA	\$16.40	\$12.95

**Please Note: Any Catalog item not listed above will be discounted 21% off list price**

Best regards,

*Marc Arquit*

Marc Arquit  
Business Development Manager - Aftermarket

cc: Ashley Zall/ Alfa Laval Inc.



## City of Austin FSD Purchasing Office Certificate of Exemption

DATE: 11/07/2017

DEPT: AWU

TO: Purchasing Officer or Designee

FROM: NATALIE LEONE

BUYER:

PHONE: (512) 972-1998

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)
  - a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
  - a procurement necessary to preserve or protect the public health or safety of municipality's residents
  - a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
  - a procurement for personal, professional, or planning services
  - a procurement for work that is performed and paid for by the day as the work progresses
  - a purchase of land or right-of-way
  - a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
  - a purchase of rare books, papers, and other library materials for a public library
  - paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
  - a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- services performed by blind or severely disabled persons
- goods purchased by a municipality for subsequent retail sale by the municipality
- electricity
- advertising, other than legal notices
- Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

We need to keep the dewatering facility to remain up and running effectively to ensure the City of Austin remains cost effective in the disposal of processed sludge remains.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

There are three belt presses used on site and they need preventative and corrective maintenance regularly. The belt press equipment used in the dewatering facility are proprietary to Alfa Laval, therefore it is imperative that Austin Water use the Alfa Laval parts when repairing the units.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Alfa Laval which will cost approximately \$ 150,000.00 (Provide estimate and/or breakdown of cost).

Recommended Certification	<i>Natalie Stone</i>	03/08/2018	
	Originator	Date	
Approved Certification	<i>TJM</i>	3/23/2018	
	Department Director or designee	Date	
	<i>RZ</i>	3/27	
	Assistant City Manager / General Manager or designee (if applicable)	Date	
Purchasing Review (if applicable)	<i>[Signature]</i>	5/9/18	
	Buyer	Date	Manager Initials
Exemption Authorized (if applicable)			
	Purchasing Officer or designee	Date	

02/26/2013

Date: October 30, 2017



City of Austin  
2210 S FM 973  
Austin TX 78725

Attn: Natalie Leone

Alfa Laval Inc.  
10470 Deer Trail Dr  
Houston, TX 77038  
USA  
Tel: +1 800-362-9041  
Fax: +1 281-449-1324  
[www.alfalaval.us](http://www.alfalaval.us)  
[www.as-h.com](http://www.as-h.com)

All parts are provided and many exclusively manufactured by Alfa Laval, Inc. the Original Equipment Manufacturer of your equipment. Whereby Alfa Laval purchased Ashbrook Simon-Hartley Operations L.P. and Ashbrook Simon-Hartley is now doing business as Alfa Laval, Alfa Laval from henceforth is the Original Equipment Manufacturer of the Klampress®, Winklepress®, and Aquabelt®. Thus, we are the sole source provider for O.E.M. replacement parts.

Alfa Laval, Inc. continues to develop and bring technology to our industry. Due to the sensitive nature of Alfa Laval, Inc. technology our equipment and most replacement parts are either proprietary or patented, as each is designed specifically for your equipment, the application, and expected use; therefore, others cannot legally manufacture our equipment or offer Alfa Laval, Inc. replacement parts.

Constant investment in research and development, a commitment to quality, and improving our new equipment and our equipment currently in operation around the world, allows Alfa Laval, Inc. to bring the latest developments in technology to our industry and clients. This includes patented or proprietary items such as chicanes, wedge adjustments, cylinders, hydraulic systems, bearing housings, rollers, steering and tension systems, and so on. An illustration of this commitment is our quality assurance program; Alfa Laval, Inc. is the only manufacturer within our specific industry which is certified to ISO 9001 quality standards.

Thank you for requesting this information and the opportunity to fully explain our commitment. If you have any questions I can be reached 1-800-547-7273 or direct line 281-985-4451.

Sincerely,

**ALFA LAVAL INC.**

A handwritten signature in black ink, appearing to read "Ashley Zall". The signature is fluid and cursive, with the first name "Ashley" and last name "Zall" clearly distinguishable.

Ashley Zall  
Inside Sales/Aftermarket  
[ashley.zall@alfalaval.com](mailto:ashley.zall@alfalaval.com)

## PRF QUESTIONNAIRE

### CERTIFICATE OF EXEMPTION (SS) DOCUMENTS ONLY:

A detailed explanation must be included in #5 of the Certificate of Exemption form answering the following questions.

1. Why is this procurement a sole source? Why is the vendor the only viable solution? Provide a detail, "tell the story".  
Alfa Laval holds the patent on this technology and OEM parts are the only parts we use in repairs.
2. Include a manufacturer letter stating the justification of the sole source on company letterhead for all soles sources. If a distributor, include a manufacturer letter on company letterhead.
3. What analsis has been done to determine that this procurement is a sole source? (i.e. market research/knowledge, internet searches, evaluation of other companies, information from other municipalities, etc.)  
This is to replace an existing sole source parts contract that will be expiring in May of 2018.
4. Is this item available through any approved City of Austin cooperative? If so, which one? (TXMAS, US Communities, Buyboard, DIR, HGACBUY, NJPA, TCPN, TxSmartBuy) Link to complete list of City approved cooperatives:  
<http://purchaustintx.coacd.org/intranet/CoopPurch.cfm>  
No.
5. Why is no other brand acceptable? Is there a concern regarding warranty, compatibility and/or safety/ health and public safety?  
Original equipment parts are more durable, better quality, are an exact match for our equipment and last longer.
6. Has this procurement been competitively bid in the past? How have we been currently obtaining this item? (i.e. procard, spot purchases, through a cooperative, ect.)  
No, this will be replacing the current Sole Source Contract that will be expiring in May of 2018.
7. What are other acceptable brands? If not, what makes them unacceptable?  
No. Aftermarket parts do not meet OEM quality standards.
8. Are there territorial or geographic restrictions? What are they?  
No, there is only one vendor.
9. Are there resellers, distributors, or dealers in the market? If so, who?  
No.
10. What other suppliers or products/services were considered? What made them unacceptable?  
N/A We only use Original Equipment Manufactured parts for repairs. Better quality and better life cycle cost.

11. If the product is designed to be compatible with existing item, describe the age, value and useful life remaining of the current /item.  
**This is to replace an existing parts contract that will be expiring in May of 2018.**
12. What is the estimated cost of buying a new item? What is the value of buying the addition versus buying all new?  
**This is to replace an existing parts contract that will be expiring in May of 2018.**
13. Is there a way to retrofit another brand? If so, what is the cost?  
**N/A**
14. Is there specialized training or certifications required to maintain or repair the item? If so, explain.  
**N/A**
15. What might the the estimated cost be of buying a different item? What is the cost comparison?  
**N/A**

**FOR ALL PURCHASES (including SS requests):**

1. If this is a repair and the equipment had to be disassembled at a repair shop, tell the story of what occurred; ie. cost for disassembly, estimate cost of repairs, was the vendor on a rotation list, was the vendor next in line for work. This type of purchase would not be a sole source.  
**N/A**
2. What is needing to be purchased? Explain in detail. This info needs to match the each line item on the PRF.  
**Belt Filter Press replacement filter belts and repair parts.**
3. Why is there a need to purchase this commodity/service?  
**This is to replace an existing parts contract that will be expiring in May of 2018.**
4. Is this a replacement? If so, what it is replacing?  
**This is to replace an existing parts contract that will be expiring in May of 2018.**
5. Where will it be used and for what purpose?  
**This contract will be used for replacement parts and filter belts on our 3 Belt Presses at our Dewatering Building.**
6. Is it critical for AWU operations? If so, please explain.  
**Yes, this is a critical part of our process. Our belt presses are needed to remove excess water from our Digested Biosolids so that they can be beneficially reused.**
7. Could the AWU do without it? If not, why not?  
**No, these replacement parts are needed for necessary process equipment.**

8. **Can the old equipment be repaired? If not, why not?**  
**This is to replace an existing parts contract that will be expiring in May of 2018.**
9. **How frequent is the usage to merit this purchase?**  
**Belt Presses operate continuously.**
10. **How did we operate before this purchase?**  
**This is to replace an existing parts contract that will be expiring in May of 2018.**
11. **Is this a new process requiring new equipment? If so, please explain.**  
**No. This is to replace an existing parts contract that will be expiring in May of 2018.**
12. **Was the commodity/service identified in the approved FY budget of the Division requesting the purchase?**  
**Yes.**